

Teitelbaum & Baskin, LLP
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Attorneys for JPMorgan Chase Bank, N.A.
as acquirer of certain assets of WASHINGTON
MUTUAL BANK, INC. from the FDIC as Receiver
Jay Teitelbaum, Esq. (JT-4619)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re Aron and Raquel Klein,	:	Chapter 13
	:	Case No.: 09-22937 (RDD)
Debtors,	:	
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Aron and Raquel Klein,	:	
Plaintiffs,	:	Adv. Case No.: 09-08262
v.	:	
JPMorgan Chase Bank, N.A.,	:	
Washington Mutual	:	
Defendant.	:	
-----	:	

**ANSWER OF JPMORGAN CHASE BANK, N.A., AS ACQUIRER OF CERTAIN
ASSETS FROM WASHINGTON MUTUAL BANK, INC., FROM FDIC AS
RECEIVER TO AMENDED COMPLAINT OF ARON AND RAQUEL KLEIN**

Defendant, JPMorgan Chase Bank, N.A., as acquirer of certain assets from Washington Mutual Bank, Inc. (“WaMu”) from the FDIC as receiver of WaMu (“JPMorgan” or “Defendant”) by its attorneys, Teitelbaum & Baskin, LLP, answering the amended complaint, dated August 12, 2009, (the “Amended Complaint”) of Aron and Raquel Klein (“Plaintiffs”), responds as follows:

1. Denies the legal conclusions in paragraph 1 of the Amended Complaint.
2. Admits the allegations in paragraph 2 of the Amended Complaint.
3. Admits the allegations of paragraph 3 of the Amended Complaint.

4. Admits the allegations of paragraph 4 of the Amended Complaint.
5. Admits the allegations of paragraph 5 of the Amended Complaint.
6. Denies the allegations of paragraph 6 of the Amended Complaint.
7. Admits the allegations in paragraph 7 of the Amended Complaint.
8. Admits the allegations in paragraph 8 of the Amended Complaint to the extent that
“Plaintiff” refers to the Plaintiffs in this proceeding.
9. Admits the allegations in paragraph 9 of the Amended Complaint to the extent that
“Plaintiff” refers to the Plaintiffs in this proceeding.
10. Denies the allegations of paragraph 10 of the Amended Complaint, but avers that
JPMorgan Chase Bank, N.A., is a national banking association organized under the
laws of the United States of America with its principal place of business in 1111
Polaris Parkway, Columbus, OH, and that pursuant to a certain Purchase and
Assumption Agreement dated as of September 25, 2008, JPMorgan acquired
substantially all of the assets of WaMu, including the loan which is the subject of
this action, from the FDIC as receiver of WaMu.
11. Denies the allegations of paragraph 11 of the Amended Complaint, and avers that,
pursuant to the official docket in this case, the bankruptcy case was commenced on
June 1, 2009.
12. Denies the allegations of paragraph 12 of the Amended Complaint, but admits that
(x) on or about August 22, 2006, Debtors obtained a loan from Fairmont Funding in
the amount of \$49,820, which loan was secured by a junior mortgage on the
Debtors’ residence located at 46 Laura Drive Monsey, New York, which mortgage
was recorded with the Rockland County Clerk on August 25, 2006 in 2005 Plaintiffs

obtained the HELOC Loan from Defendant (the “Loan”); (ii) the Loan was assigned to WaMu; (iii) the Loan was acquired by JPMorgan as part of the acquisition of the assets of WaMu from the FDIC, and (iv) the Loan bears Loan Number 0755947553.

13. Denies the allegations of paragraph 13 of the Amended Complaint.
14. Denies knowledge or information sufficient to form a belief as to the allegations in the first sentence of paragraph 14 of the Amended Complaint. Denies the allegations in the second sentence of paragraph 14 of the Amended Complaint.
15. Denies the allegations of paragraph 15 of the Amended Complaint.
16. Denies the allegations of paragraph 16 of the Amended Complaint, and avers that no response was required as Defendant has no record of having received any such request.
17. Denies the allegations of paragraph 17 of the Amended Complaint, and avers that no response was required as Defendant has no record of having received any such request.
18. Denies the allegations of paragraph 18 of the Amended Complaint.
19. With respect to paragraph 19 of the Amended Complaint, Defendant repeats and realleges the responses to paragraphs 1 through 18 of the Amended Complaint as if fully set forth herein.
20. Denies the allegations of paragraph 20 of the Amended Complaint, except admits that Defendant acquired the Loan as part of the acquisition of WaMu’s assets from the FDIC.

21. Denies the allegations of paragraph 21 of the Amended Complaint, and avers that no response was required as Defendant has no record of having received any such request.
22. Denies the allegations of paragraph 22 of the Amended Complaint, and avers that no response was required as Defendant has no record of having received any such request.
23. Denies the allegations of paragraph 23 of the Amended Complaint.
24. Denies the allegations of paragraph 24 of the Amended Complaint.
25. With respect to paragraph 25 of the Amended Complaint, Defendant repeats and realleges the responses to paragraphs 1 through 24 of the Amended Complaint as if fully set forth herein.
26. Denies the allegations of paragraph 26 of the Amended Complaint.
27. Denies the allegations of paragraph 27 of the Amended Complaint.
28. With respect to paragraph 28 of the Amended Complaint, Defendant repeats and realleges the responses to paragraphs 1 through 27 of the Amended Complaint as if fully set forth herein.
29. Denies the allegations of paragraph 29 of the Amended Complaint.
30. Denies the allegations of paragraph 30 of the Amended Complaint.
31. Denies that Plaintiffs should be awarded any relief, including the relief identified in the Wherefore clauses of the Complaint.

DEFENDANT'S ALLEGATIONS OF FACT COMMON TO ALL AFFIRMATIVE DEFENSES

- 32. Defendant repeats and realleges paragraphs 1 through 31 herein.
- 33. Defendant has no record of having received any request from Plaintiffs as identified in the Complaint.
- 34. Payments with respect to the Loan were applied to fees, interest and principal as permitted under the Loan.
- 35. The Loan did not require any payments be made into escrow and no payments were applied to an escrow.
- 36. No request for loss mitigation has been filed with respect to the Loan.
- 37. JPMorgan determined that as of the Petition Date, the payoff amount for the HELOC Loan was \$43,937.82.

As For A First Affirmative Defense With Respect To All Claims

- 38. Defendant repeats and realleges paragraphs 1 through 37 herein.
- 39. Defendant has not misapplied any payments and has no record of having received a request as identified in the Amended Complaint.
- 40. The Amended Complaint fails to state a claim upon which relief may be granted.

WHEREFORE:

Defendant demands:

1. That the Amended Complaint be dismissed with prejudice.
2. Such other and further relief as may be just and proper.

Dated: Westchester, New York
September 10, 2009

Teitelbaum & Baskin, LLP
Attorneys for JPMorgan Chase Bank,
N.A. as acquirer of certain assets of
WASHINGTON
MUTUAL BANK, INC. from the FDIC as
Receiver

/s/ Jay Teitelbaum
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Defendant.	:	
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**CERTIFICATE OF SERVICE: ANSWER OF JPMORGAN CHASE BANK, N.A.,
 AS ACQUIRER OF CERTAIN ASSETS FROM WASHINGTON MUTUAL
 BANK, INC., FROM FDIC AS RECEIVER TO COMPLAINT OF ARON AND
 RAQUEL KLEIN**

I, Jay Teitelbaum, certify that on September 10, 2009, I caused a copy of the Answer of JPMorgan Chase Bank, N.A., as acquirer of certain assets from Washington Mutual to be filed electronically with this Court and served by electronic mail and mail upon Joshua Bleichman, 268 Rte 59 Spring Valley, New York 10977.

Dated: Westchester, New York
 September 10, 2009

/s/ Jay Teitelbaum, Esq.
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